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BOOK **2001** PAGE **2533**

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**AGREEMENT**

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

THIS AGREEMENT made and entered into by and between the City of St. Charles,

Madison County, Iowa, (City), Daniel D. Childers and Mary B. Childers (Childers),

Michael Gibson and Jo Ann Gibson (Gibson), and John T. Goering and Erin L. Goering

(Goering);

REC \$ **10<sup>00</sup>**  
AUD \$ **—**  
R.M.F. \$ **—**

COMPUTER   
RECORDED   
COMPARED

IT IS AGREED AS FOLLOWS:

1. Childers agree to grant to the City of St. Charles, Iowa, an easement for surface

water flowage over, through and across the following-described real estate:

Lot 36 of Kephart's Addition to St. Charles, Iowa, Plat No. 2, Madison County, Iowa, and Parcel 36L in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., City of St. Charles, Madison County, Iowa.

The easement shall be granted by Childers to the City upon the form attached hereto and marked Exhibit "A". City shall pay Childers the sum of Five Thousand Dollars (\$5,000.00) in full payment for the acquisition of such easement.

2. Goerings shall purchase the West Half of the above-described real estate, subject to such easement from Childers for the sum of Two Thousand Dollars (\$2,000.00) payable upon delivery of Warranty Deed and abstract of title showing merchantable title.

3. Gibsons shall purchase the East Half of the above-described real estate, subject to such easement from Childers for the sum of Two Thousand Dollars (\$2,000.00) payable upon delivery of Warranty Deed and abstract of title showing merchantable title.

4. Childers shall pay the taxes assessed against said real estate payable in the fiscal year beginning July 1, 2001, prorated to date of possession, and any unpaid taxes payable in prior years. Childers shall also pay any and all special assessments assessed against said real estate which have been installed as of the date of this agreement.

5. The City shall pay for and provide abstracts to Goerings and Gibsons to the real estate being purchased by them, continued to date. Childers shall provide his abstract to the City without additional continuation, which the City shall use or may use in furnishing Goerings and Gibsons abstracts to the real estate being purchased by them.

6. The City shall pay for all preparation of documents to complete the transfers referred to in this Agreement.

Dated this 17<sup>th</sup> day of June, 2001.

CITY OF ST. CHARLES, IOWA

By Linda Bush 6-18-01



[Signature]  
Daniel D. Childers

[Signature]  
Mary B. Childers

[Signature]  
Michael Gibson

[Signature]  
Jo Ann Gibson

[Signature]  
John T. Goering

[Signature]  
Erin L. Goering